

STATE OF SOUTH DAKOTA Rental Agreement

Agreement is hereby made and entered into as of the last signature date below by and between the South Dakota School for the Deaf, a state agency, located at 4101 W. 38th St. Suite 101, **Sioux Falls**, SD 57106 (the "**TENANT**") and City of Deadwood located at 102 Sherman Street, Deadwood, SD 57732 (the "**LANDLORD**").

The TENANT hereby enters into this agreement for services with LANDLORD in consideration of and pursuant to the terms and conditions set forth herein.

1. Rental of premises (office space) located at 3 1/2 Siever Street Deadwood, SD 57732.
2. The TENANT agrees to pay rent the sum of \$400.00 per month in a lump sum payment of \$4,800.
3. Rental fee includes utilities, water, sewer, heat, air-conditioning, electricity and a parking spot. TENTANT is responsible for TENANT'S own telephone, internet and cleaning expenses.
4. This Agreement is for July 1, 2023 through June 30, 2024. It may be terminated by either party hereto upon thirty (30) days written notice.
5. The Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Fourth Judicial Circuit, Lawrence County, South Dakota.
7. Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notice shall be given by and to Claudean Hluchy on behalf of the TENANT, and by David Ruth Jr. on behalf of the LANDLORD, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

8. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.
9. All other prior discussion, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this agreement constitutes the entire agreement with respect to the subject matter hereof.

In Witness Whereof, the parties signify their agreement effective the date above first written by the signatures affixed below.

STATE

CONSULTANT

BY: _____

BY: _____

Claudean Hluchy, Business Manager

David Ruth Jr., Mayor

Date: _____

Date: _____

Name and phone number of contract person in State Agency, who can provide additional information regarding this contract: Nancy McKenzie (605) 275-7534